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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CLAREMONT MCKENNA COLLEGE PUBLIC SAFETY DEPARTMENT AND
THE CITY OF CLAREMONT
RE: OPERATIONAL RESPONSIBILITY FOR ON-CAMPUS LAW ENFORCEMENT

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This Memorandum of Understanding ("MOU") is entered into this December 01, 2018 by and between the City of Claremont, a municipal corporation ("City") through its Claremont Police Department ("CPD") and the Claremont McKenna College (CMC), Student Affairs, Dean of Students Office, the authorized representative for Claremont McKenna College, through its Public Safety Department ("Public Safety"). The entities referred to herein shall be collectively referred to as the "Parties."

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WHEREAS, Public Safety is responsible for protecting the property of students, faculty, staff, and visitors to the Claremont McKenna College (CMC) and assisting law enforcement and other emergency service providers as needed;

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WHEREAS, CPD is responsible for processing, investigating, and prosecuting all crime committed within the City, including those occurring on CMC;

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WHEREAS, the purpose of this MOU is to establish guidelines and to clarify the jurisdictional and administrative responsibilities between the parties for the investigation of Part I violent crimes as mandated by the Jeanne Clery Act of 1990 and Kristen Smart Campus Safety Act of 1998 (California Education Section 67381) and in accordance with other relevant statutes of the California Education Code, and California Penal Code.

1 **NOW THEREFORE**, in consideration of the mutual terms and conditions set forth herein,
2 the Parties agree as follows:

3

4 **SECTION 1. RECITALS**

5 The recitals stated above are incorporated into the MOU by this reference.

6

7 **SECTION 2. TERM**

8 The term of this MOU shall begin on December 1st, 2018, and shall expire on December 1st,
9 2023, unless terminated by any Party earlier. Should a Party wish to terminate this MOU prior to
10 December 1st, 2023, that Party shall provide written notice to both the CPD and Vice President
11 for Student Affairs 30 days prior to the intended termination date. Written notice of the early
12 termination of this MOU must be delivered by registered or certified mail sent to:

13

14

15 1. Shelly Vander Veen, Chief of Police
16 Claremont Police Department
17 570 W. Bonita Avenue
18 Claremont, California 91711

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21 2. Sharon Basso, Vice President for Student Affairs
22 Claremont McKenna College
23 850 Columbia Ave
24 Claremont, California 91711

1 **SECTION 4. RESPONSIBILITIES/RESPONSE**

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3 CMC Public Safety will maintain shared responsibility with the Claremont Colleges Services
4 (TCCS), Campus Safety per existing MOU, policies and procedures in regards to operational,
5 crime prevention, security and safety services on Claremont McKenna College. CMC Public
6 Safety will serve as the primary first response in this regard based on staffing and resource
7 allocation.

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9 **SECTION 5. EXISTING AGREEMENTS/MOU**

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11 This MOU shall be utilized in conjunction with the existing TCCS Campus Safety/CPD MOU
12 and demonstrates no superseding or conflicting language in that regard.

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14 **SECTION 6. GEOGRAPHIC BOUNDARIES**

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16 The Claremont McKenna College boundaries include CMC properties within the City, to include
17 those affiliated entities which fall under CMC span of control when considering Public Safety
18 response, crime prevention and Clery reporting. These CMC jurisdictional boundaries/
19 responsibilities will be considered the "Campus" for purposes of this MOU.

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22 A map of the Campus is included as Attachment 1 and is incorporated by this reference.

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24 **SECTION 7. TRAFFIC ENFORCEMENT**

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26 CPD police officers will enforce traffic regulations on the Campus streets and streets adjacent
27 to the Campus. Parking violations on streets adjacent and through the Campus will be the
28 primary responsibility of CPD.

1 **SECTION 8. TRAFFIC CONTROL**

2

3 Should CMC Public Safety require traffic control or other non-emergency assistance
4 from the CPD for a scheduled event, Public Safety shall provide notice of the request for
5 assistance at the earliest possible date prior to the scheduled event. Public Safety shall
6 be responsible for requesting the appropriate number of off-duty police officers needed
7 for the event.

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9 **SECTION 9. STORAGE/IMPOUNDING VEHICLES**

10 Vehicles stored or impounded by CPD on or adjoining the Campus will be carried out under
11 authority of California Vehicle Code Section 22651. CPD personnel will enter the vehicles
12 into CLETS as stored/impounded.

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15 **SECTION 10. INCIDENT MANAGEMENT**

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17 CMC Public Safety and CPD agree to follow, to the greatest extent possible, the tenants
18 of the Incident Command System ("ICS"), the National Incident Management
19 System("NIMS"), and the Standardized Emergency Management System ("SEMS")
20 when coordinating together for any response to a major emergency, incident, or disaster.
21 Should the CPD be the host or co-host agency for a major incident, emergency or
22 disaster requiring the initiation of ICS, a Public Safety designee will respond to the City
23 of Claremont Emergency Operations Center for any requests presented by CPD.

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1 **SECTION 11. INCIDENTS BEYOND CAMPUS BOUNDARIES**

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3 During the course of duties CMC Public Safety may be called to respond to student or faculty
4 calls for service within the jurisdictional responsibility of the CPD in areas adjacent to
5 Campus. All such requests will be relayed or referred immediately to the CPD via the most
6 expeditious communication means via direct telephonic, radio and/or Campus Safety
7 transfer/notification. Public Safety will respond for back-up assistance upon request of the
8 CPD. Public Safety may respond to areas adjacent to the CMC Campus property to observe
9 incidents under investigation by CPD whenever the case may involve students, faculty, staff
10 or property belonging to the Claremont McKenna College.

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12 **SECTION 12. INCIDENTS OCCURRING ON CAMPUS**

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14 1. CMC Public Safety will respond to all Part I offenses on the Campus when
15 dispatched by the Campus Safety Dispatch or called by a reporting party, witness or CPD.
16 However, CPD will have jurisdiction over the processing, investigating, and prosecuting of Part
17 I violent offenses (assault, rape, murder, and robbery) occurring on Campus.

18 2. If Public Safety becomes aware of, or witnesses a Part I violent crime on
19 Campus, it will take appropriate action to observe and immediately report the offense or
20 suspected offense to CPD via existing protocols/agreement with The Claremont Colleges
21 Services Campus Safety Department. When appropriate and reasonably safe, Public Safety
22 will provide any immediate assistance, first aid, or other support to CPD or other emergency
23 responder. The Claremont McKenna College, in conjunction with Public Safety, will retain the
24 statutory responsibility to conduct administrative investigations or investigations as part of any
25 Judicial Affairs or internal administrative process.

1 3. If Public Safety becomes aware of any suspected Part I violent crimes, major
2 crimes, or crimes sensitive in nature that may impact the safety of the public in the areas
3 surrounding the Campus or the City at large, the CPD shall be notified as soon as practical.
4

5 4. If CPD becomes aware of, or witnesses a Part I violent crime on Campus, CPD will take
6 appropriate enforcement actions to manage the incident and Campus Safety will be notified as
7 soon as practical. If CPD becomes aware of any suspected major crimes or crimes that are
8 sensitive in nature that may specifically affect or target the students, faculty, staff, or guests of
9 the Claremont Colleges or its properties, Campus Safety will be notified as soon as practical,
10 unless such notification will hinder the investigation. However, in these cases, once the
11 investigation is completed or the impact to the investigation no longer exists, appropriate
12 notifications will be made.
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14 5. Crime Statistics. In accordance with the federal Crime Awareness and Campus
15 *Security Act 1990* (also referred to the *Jeanne Clery Act*) (20 U.S.C. § 1092(f), 34 C.F.R.
16 668.46), the CPD will provide to the Claremont Colleges all Campus crime statistics and Campus
17 Safety will prepare each year its mandated report regarding the same. Campus Safety may
18 make additional requests for crime statistics believed to be related to the Claremont Colleges and/
19 or areas surrounding the Claremont Colleges, which will be provided at the discretion of CPD.
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21 6. Demonstrations, Civil Disobedience. CMC Public Safety will have primary
22 responsibility to manage demonstrations which occur on Campus. Investigation and response
23 to any act of civil disobedience that includes a clear threat to personal safety or damage of
24 property or where otherwise touching upon crimes under the jurisdiction of CPD pursuant to this
25 MOU will be the responsibility of CPD. In order to provide the most effective response, Public
26 Safety will provide information and intelligence as well as support to CPD as requested.

SECTION 13. ON-CAMPUS INCIDENT REPORTS

1. CPD will respond and make a report in all incidents occurring on Campus that involve a crime or suspected crime against a person (e.g., sex crimes, robbery, assault with a deadly weapon, battery, etc.). These incidents are defined to include all incidents spurring suspicion of:

- a. Any crimes against persons (e.g., sex crimes, robbery, assault with a deadly weapon, battery, etc.);
- b. Indecent Exposure (Penal Code 314);
- c. Annoying phone calls when suspect is known;
- d. Grand theft auto (including mopeds and scooters) and recoveries;
- e. Felony thefts and burglary (property value exceeding \$5,000.00);
- f. Traffic collisions on City streets;
- g. Injury traffic collisions;
- h. Hit-and-run collisions;
- i. Traffic collisions within the jurisdiction of CPD involving a Campus Safety vehicle upon request;
- j. Cases involving persons subject to a 5150 WIC assessment;
- k. Driving under the influence, on public or private roads or property;
- l. When evidence is found at a crime scene and required to be processed and collected;
- m. Incidents requiring an arrest;
- n. When the victim demands that the CPD take the report, even where the matter would not otherwise qualify.

1 2. When the CPD is requested to and does respond to a matter pursuant to
2 this section, the report shall become the responsibility of CPD personnel to complete in its
3 entirety. Statements or information provided by Public Safety may be obtained in one of
4 the following ways: the investigating CPD officer may incorporate it into the original
5 report or a supplement may be obtained from the Public Safety officer. If a supplement is
6 obtained, the supplement will be completed during the shift the incident occurred unless
7 other arrangements are made at the time of the incident and approved by both CPD and
8 Public Safety. It is the CPD investigating officer's responsibility to ensure that the
9 necessary information is included. If a supplement is obtained, it shall become an
10 attachment to the report at the time of approval.

11 3. Public Safety officers will document all other crimes on a report form
12 mutually agreed upon by Public Safety and CPD. Recognizing, that crime statistics are
13 updated monthly, crime reports completed by Public Safety will be submitted to CPD in a
14 timely manner. CPD will review all reports submitted by Public Safety to verify
15 appropriate crime class was used.

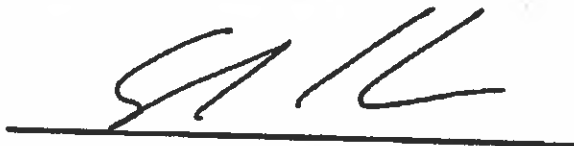
16 4. CPD is responsible for data entry of all reports received to ensure the
17 accurate tracking of crime statistics and submit crime statistics to California DOJ as
18 required.

19 5. When a crime trend is identified within the jurisdictional confines/
20 responsibility of Claremont McKenna College or surrounding areas, CPD and Public
21 Safety commits to working together to make a positive impact in addressing the trend.
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24

1 IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding
2 between the City of Claremont, through its Police Department, and the Claremont McKenna
3 College (CMC), Student Affairs, Dean of Students Office, the authorized representative for
4 Claremont McKenna College, through its Public Safety, to be duly executed on the respective
5 dates set forth opposite the signatures of the authorized representatives.

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9 Sharon Basso, Vice President for Student Affairs
10 Claremont McKenna College

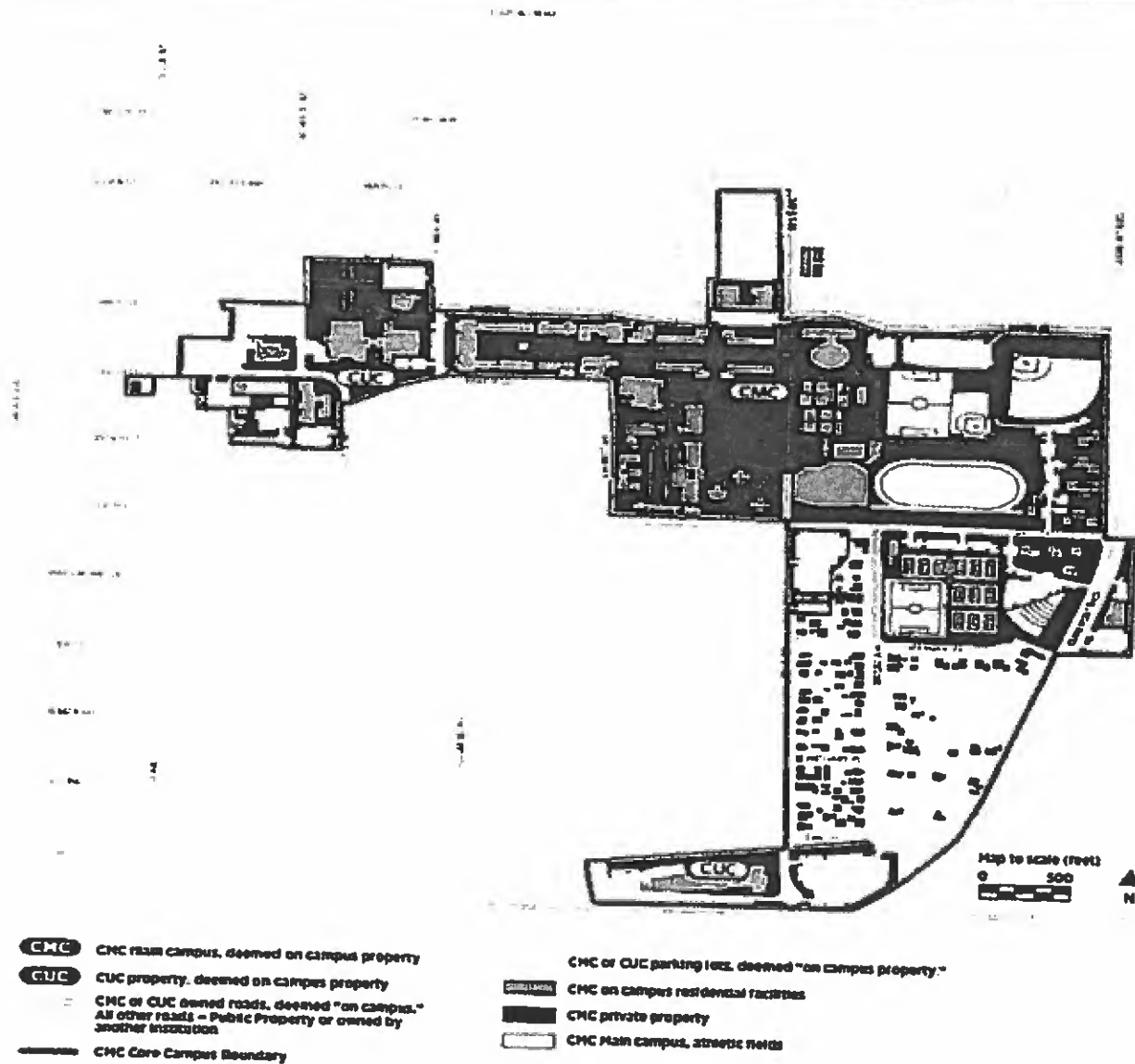
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13 Shelly Vander Veen, Chief of Police
14 Claremont Police Department

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24 ATTACHMENT 1: Map

ATTACHMENT 1: Map

Claremont McKenna College – Clery Map



1 **MEMORANDUM OF UNDERSTANDING**
2 **BETWEEN**
3 **THE CLAREMONT UNIVERSITY CONSORTIUM CAMPUS SAFETY DEPARTMENT**
4 **AND**
5 **THE CITY OF CLAREMONT**
6 **RE OPERATIONAL RESPONSIBILITY FOR ON-CAMPUS LAW ENFORCEMENT**
7

8 This Memorandum of Understanding ("MOU") is entered into this January 1,
9 2018 by and between the City of Claremont, a municipal corporation ("City") through its
10 Police Department ("CPD") and the Claremont University Consortium, the authorized
11 representative for Pomona College, Claremont Graduate University, Scripps College,
12 Claremont McKenna College, Harvey Mudd College, Pitzer College, and the Keck
13 Graduate Institute (collectively, the "Claremont Colleges"), through its Campus Safety
14 Department ("Campus Safety"). The entities referred to herein shall be collectively
15 referred to as the "Parties."

16
17 **WHEREAS**, Campus Safety is responsible for protecting the property of
18 students, faculty, staff, and visitors to the Claremont Colleges and assisting law
19 enforcement and other emergency service providers as needed;
20

21 **WHEREAS**, CPD is responsible for processing, investigating, and prosecuting all
22 crimes committed within the City, including those occurring on the Claremont Colleges;
23

24 **WHEREAS**, the purpose of this MOU is to establish guidelines and to clarify the
25 jurisdictional and administrative responsibilities between the parties for the investigation

1 of Part I violent crimes as mandated by the *Kristen Smart Campus Safety Act of 1998*
2 (California Education Section 67381) and in accordance with the various requirements
3 of the California Education Code, specifically sections 66010(b) and 67380; as well as
4 the requirements and responsibilities set forth in California Penal Code sections
5 830.6(c), 830.7(b), and 830.75.

6
7 **NOW THEREFORE**, in consideration of the mutual terms and conditions set forth
8 herein, the Parties agree as follows:

9
10 **Section 1. RECITALS**

11 The recitals stated above are incorporated into the MOU by this reference.
12

13 **Section 2. TERM**

14 The term of this MOU shall begin on January 1, 2018, and shall expire on
15 December 31, 2019, unless terminated by any Party earlier. Should a Party wish to
16 terminate this MOU prior to December 31, 2019, that Party shall provide written notice
17 to both the CPD and Campus Safety thirty (30) days prior to the intended termination
18 date. Written Notice of the early termination of this MOU must be delivered by
19 registered or certified mail sent to:

20
21 1. Shelly Vander Veen, Chief of Police
22

23 Claremont Police Department
24

25 570 W. Bonita Avenue
26

27 Claremont, CA 91711
28

1 2. Stan Skipworth, Director of Campus Safety

2 Claremont University Consortium

3 150 East Eighth Street

4 Claremont, CA 91711

5
6 **SECTION 3. GEOGRAPHIC BOUNDARIES**

7 The following locations are within the primary responsibility of Campus Safety for
8 operational, crime prevention and security services. These locations include the
9 Claremont Colleges and their properties within the City, listed as:

10 1. The Claremont University Consortium, 101 South Mills Avenue;

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12 2. Pomona College, 333 North College Way;

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14 3. Claremont Graduate University, 150 East Tenth Street;

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16 4. Scripps College, 1030 Columbia Avenue;

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18 5. Claremont McKenna College, 888 Columbia Avenue;

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20 6. Harvey Mudd College, 301 Platt Boulevard;

21
22 7. Pitzer College, 1050 North Mills Avenue; and

23
24 8. Keck Graduate Institute, 535 Watson Drive.

25
26 9. These locations, along with recognized adjacent Claremont College facilities
27 and affiliated entities surrounding the Claremont Colleges will be considered the
28 "Campus" for purposes of this MOU. A map of the Campus is included as Attachment 1
29 and is incorporated by this reference.

1 **SECTION 4. TRAFFIC ENFORCEMENT**

2 CPD police officers will enforce traffic regulations on the Campus streets and
3 streets adjacent to the Campus. Parking violations on streets adjacent and through the
4 Campus will be the primary responsibility of CPD.

5
6 **SECTION 5. TRAFFIC CONTROL**

7 Whenever Campus Safety needs traffic control or other non-emergency
8 assistance from the CPD for a scheduled event, Campus Safety shall give notice for the
9 request for assistance at the earliest possible date prior to the scheduled event.
10 Campus Safety shall be responsible for requesting the appropriate number of
11 off-duty police officers needed for the event.

12
13 **SECTION 6. STORAGE/IMPOUNDING VEHICLES**

14 Vehicles stored or impounded by CPD on or adjoining the Campus will be carried
15 out under authority of California Vehicle Code Section 22651. CPD personnel will enter
16 the vehicles into CLETS as stored/impounded.

17
18 **SECTION 7. INCIDENT MANAGEMENT**

19 Campus Safety and CPD agree to follow, to the greatest extent possible, the
20 tenants of the Incident Command System ("ICS"), the National Incident Management
21 System("NIMS"), and the Standardized Emergency Management System ("SEMS")
22 when coordinating together for any response to a major emergency, incident, or
23 disaster. Should the CPD be the host or co-host agency for a major incident,
24 emergency or disaster requiring the initiation of ICS, a Campus Safety designee will
25 respond to the City of Claremont Emergency Operations Center for any requests

1 presented by CPD.

2 **SECTION 8. INCIDENTS BEYOND CAMPUS BOUNDARIES**

3 During the course of duties Campus Safety may be called to respond to student
4 or faculty calls for service within the jurisdictional responsibility of the CPD in areas
5 adjacent to Campus. All such requests will be relayed or referred immediately to
6 the CPD via phone or radio. Campus Safety will respond for back-up assistance
7 upon request of the CPD. Campus Safety may respond to areas adjacent to Campus
8 property to observe incidents under investigation by CPD whenever the case may
9 involve students, faculty, staff or property belonging to the Claremont Colleges.

10
11 **SECTION 9. INCIDENTS OCCURRING ON CAMPUS**

12 1. Campus Safety will respond to all Part I offenses on the Campus
13 when called by a reporting party, witness or CPD. However, CPD will have jurisdiction
14 over the processing, investigating, and prosecuting of Part I violent offenses (assault,
15 rape, murder, and robbery) occurring on Campus.

16 2. If Campus Safety becomes aware of, or witnesses a Part I violent crime on
17 Campus, it will take appropriate action to observe and immediately report the offense or
18 suspected offense to CPD. When appropriate and reasonably safe, Campus Safety will
19 provide any immediate assistance, first aid, or other support to CPD or other emergency
20 responder. The Claremont Colleges, in conjunction with Campus Safety, will retain the
21 statutory responsibility to conduct administrative investigations or investigations as part
22 of any Judicial Affairs or internal administrative process.

23 3. If Campus Safety becomes aware of any suspected Part I violent crimes, major
24 crimes, or crimes that are sensitive in nature that may impact the safety of the public in
25 the areas surrounding the Campus or the City at large, the CPD shall be notified as

1 soon as practical.

2 4. If CPD becomes aware of, or witnesses a Part I violent crime on Campus, CPD
3 will take appropriate enforcement actions to manage the incident and Campus Safety
4 will be notified as soon as practical. If CPD becomes aware of any suspected major
5 crimes or crimes that are sensitive in nature that may specifically affect or target the
6 students, faculty, staff, or guests of the Claremont Colleges or its properties, Campus
7 Safety will be notified as soon as practical, unless such notification will hinder the
8 investigation. However, in these cases, once the investigation is completed or the
9 impact to the investigation no longer exists, appropriate notifications will be made.

10 5. Crime Statistics. In accordance with the federal *Crime Awareness and Campus*
11 *Security Act 1990* (also referred to the *Jeanne Clery Act*) (20 U.S.C. § 1092(f), 34
12 C.F.R. 668.46), the CPD will provide to the Claremont Colleges all Campus crime
13 statistics and Campus Safety will prepare each year its mandated report regarding the
14 same. Campus Safety may make additional requests for crime statistics
15 believed to be related to the Claremont Colleges and/or areas surrounding the
16 Claremont Colleges, which will be provided at the discretion of CPD.

17 6. Demonstrations, Civil Disobedience. Campus Safety will have primary
18 responsibility to manage demonstrations which occur on Campus. Investigation and
19 response to any act of civil disobedience that includes a clear threat to personal safety
20 or damage of property or where otherwise touching upon crimes under the jurisdiction of
21 CPD pursuant to this MOU will be the responsibility of CPD. In order to provide the
22 most effective response, Campus Safety will provide information and intelligence as well
23 as support to CPD as requested.

SECTION 10.

ON-CAMPUS INCIDENT REPORTS

1. CPD will respond and make a report in all incidents occurring on Campus that involve a crime or suspected crime against a person (e.g., sex crimes, robbery, assault with a deadly weapon, battery, etc.). These incidents are defined to include all incidents spurring suspicion of:

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- e. Felony thefts and burglary (property value exceeding \$5,000.00);
- f. Traffic collisions on City streets;
- g. Injury traffic collisions;
- h. Hit-and-run collisions;
- i. Traffic collisions within the jurisdiction of CPD involving a Campus Safety vehicle upon request;
- j. Cases involving persons subject to a 5150 WIC assessment;
- k. Driving under the influence, on public or private roads or property;
- l. When evidence is found at a crime scene and required to be processed and collected;
- m. Incidents requiring an arrest;
- n. When the victim demands that the CPD take the report, even where the

1 matter would not otherwise qualify.

2 2. When the CPD is requested to and does respond to a matter pursuant to this
3 Section, the report shall become the responsibility of CPD personnel to complete in its
4 entirety. Statements or information provided by Campus Safety may be obtained in one
5 of the following ways: the investigating CPD officer may incorporate it into the original
6 report or a supplement may be obtained from the Campus Safety officer. If a
7 supplement is obtained, the supplement will be completed during the shift the incident
8 occurred unless other arrangements are made at the time of the incident and approved
9 by both CPD and Campus Safety supervisors. It is the CPD investigating officer's
10 responsibility to ensure that the necessary information is included. If a supplement is
11 obtained, it shall become an attachment to the report at the time of approval.

12 3. Campus Safety will document all other crimes on a report form mutually agreed
13 upon by Campus Safety and CPD. Recognizing, that crime statistics are updated
14 monthly, crime reports completed by Campus Safety will be submitted to CPD in a
15 timely manner. CPD will review all reports submitted by Campus Safety to verify
16 appropriate crime class was used.

17 4. CPD is responsible for data entry of all reports received to ensure the accurate
18 tracking of crime statistics and submit crime statistics to California Department of
19 Justice as required.

20 5. When a crime trend is identified within the Claremont Colleges or surrounding
21 areas, CPD and Campus Safety commits to working together to make a positive impact
22 on the trend.

23
24 **IN WITNESS WHEREOF**, the Parties hereto have caused this Memorandum of
25 Understanding between the City of Claremont, through its Police Department, and the

1 Claremont University Consortium, the authorized representative for Pomona College,
2 Claremont Graduate University, Scripps College, Claremont McKenna College, Harvey
3 Mudd College, Pitzer College and the Keck Graduate Institute, through its Campus
4 Safety Department, to be duly executed on the respective dates set forth opposite the
5 signatures of the authorized representatives.

6
7
8 DATE:

12/20/2017



Stan Skipworth, Director of Campus Safety
Claremont University Consortium

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12 DATE:

12/20/17



Shelly Vander Veen, Chief of Police
Claremont Police Department

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15 **ATTACHMENT 1: Map**

